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EXAMINER

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 10/655,576
Filing Date: September 04, 2003
Appellant(s): BEVENTE ET AL.

Jeffrey G. Toler
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 2/5/2007 appealing from the Office
action mailed 11/27/2006.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The following are the related appeals, interferences, and judicial proceedings known to the examiner which may be related to, directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal:

Application 10/654,859 has related appeal brief filed 11/27/2006 appealing from the Office action mailed 8/11/2006.

(3) Status of Claims

The statement of the status of claims contained in the brief is incorrect. A correct statement of the status of the claims is as follows:

This appeal involves claims 1-40.

Claims 9 and 15 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

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The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

2003/0045267	HIMMEL et al	3-2003
6,615,034	ALLOUNE et al	9-2003
6,965,764	PLUSH et al	11-2005

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

DETAILED ACTION

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was

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not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

1. Claims 1-8, 10-14 and 16-40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush) further in view of Himmel et al (2003/0045267 hereinafter Himmel).

Regarding claim 1. Alloune teaches a telecommunications billing system (title, abstract) comprising:

at least one server configured to interpret at least two file types, the first file type of the at least tow file types including subscription data associated with a subscription (item 200 figure 2, col. 5 line 41 – col. 6 line 65), the subscription data identifying a pricing plan (col. 8 lines 9-27), the pricing plan including an allotment of shared telecommunication units for use in connection with at least one of first telecommunications service and a second telecommunications service (col. 8 lines 9-27), the second file type of the at least two file types including a first set of telecommunications service usage data associated with a first telecommunication service (col. 8 lines 9-27);

a customer database configured to store customer information associated with the subscription, the customer information including the subscription data identifying the pricing plan (col. 5 lines 41-52, col. 8 lines 9-27);

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a usage database configured to store the first set of telecommunications service usage data and a second set of telecommunications service usage data associated with the second telecommunications service (col. 6 line 25 – col. 8 line 27); and

a billing module configured to access the usage database and configured to access the customer database, the billing module configured to generate billing data utilizing the allotment of shared telecommunications units (col. 8 lines 9-27), the first set of telecommunication service usage data, and the second set of telecommunications service usage data (col. 8 lines 9-27).

However, Applicants contend that Alloune only fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible systems that allows users to select usage

allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period (Plush col. 2 lines 25-30 and lines 62-65).

Next, Applicants contend that Alloune in view of Plush fail to teach "wherein the first telecommunication service and the second telecommunication service are provided by different operating entities" (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by

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allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claims 2, 12 and 22. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

Regarding claim 3. Alloune teaches billing formatter (col. 5 lines 15-52).

Regarding claim 4. Alloune teaches error handling (col. 5 lines 53-61).

Regarding claims 5-6, 20 and 38. Alloune in view of Plush fail to show transferring settlement reports to a provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claim 7. Alloune teaches the shared telecommunication units are allotted in conjunction with monthly charge (see col. 8 lines 9-27 wherein shared minutes allotted in conjunction with billing period).

Regarding claim 8. Alloune teaches taxes maybe applied (col. 8 line 26).

Regarding claim 10. Alloune in view of Plush fail to show IVR used.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claim 11. Alloune teaches a method for providing a shared telecommunications account, the method comprising: receiving order data (col. 8 lines 9-27), the order data identifying a pricing plan, the pricing plan having an associated allotment of shared telecommunications units for use in connection with a t least one of

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a first telecommunications service (see wireline figure 2) and a second telecommunications service (see wireless figure 2); receiving a first a first set of telecommunications service account data (col. 8 lines 9-27) from a first telecommunications service provider, the first telecommunications service account data associated with the order data and associated with the first telecommunications service (see wireline figure 2); and creating a telecommunications account to provide the allotment of shared telecommunications units (col. 8 lines 9-27), the telecommunications account being associated with the first telecommunications service (see wireline figure 2) and the second telecommunications service (see wireless figure 2).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Next, Applicants contend that Alloune in view of Plush fails to teach, "wherein the first telecommunication service and the second telecommunication service are provided by different operating entities" (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune's invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge record (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features

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such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 13. Alloune teaches long distance service (see residential long distance---col. 8 lines 23-24).

Regarding claim 14. Alloune teaches a first set of telecommunication service usage data (see minutes---column 8) from the first telecommunication service provider (see wireless service provider---column 8).

Regarding claim 16. Alloune teaches allocating the shared telecommunication units usage associated with the first telecommunications service (see wireless---column 8) and the second telecommunications service (see wireline---column 8).

Regarding claim 17. Alloune teaches combined invoice (col. 1 lines 18-21).

Regarding claims 18-19. Himmel teaches third service provider (paragraphs 0027, 0040, 0049, 0051).

Regarding claim 21. Alloune teaches a method of providing an invoice to a telecommunications subscriber (col. 8 lines 28-33), the method comprising: receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units (col. 8 lines 9-33) applied in connection with a first telecommunications service (see wireline or wireless figure 2) and a second telecommunications service (see wireline or wireless figure 2), preparing an invoice including information from the invoiced file and sending the invoice to a subscriber (col. 8 lines 28-33).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage

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allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Next, Applicants contend that Alloune in view of Plush fail to teach, "wherein the first telecommunication service and the second telecommunication service are provided by different operating entities" (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by

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allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 23. Alloune teaches first and second services (see wireline and wireless service in abstract and column 8) as well as third, forth, fifth, etc. (see col. 2 lines 26-29).

Regarding claim 24. Alloune teaches the third service is a local landline telecommunications service (col. 8 line 23---“residential long distance”).

Regarding claims 25-27. Alloune in view of Plush fail to show the third service is calling card, Internet service or cable access.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 28 and 39. Alloune in view of Plush fail to show receiving a supplemental invoice file from a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claims 29-31. Alloune teaches providing customer with electronic or paper bill (col. 8 lines 28-33).

Regarding claims 32-33. Alloune teaches receiving subscription request (col. 8 lines 9-33).

Regarding claims 34 and 37. Alloune in view of Plush fail to show transferring order data associated with the subscription request to a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 35. Alloune teaches a method of establishing a telecommunications service, comprising: receiving order data, the order data identifying a price plan, the price plan including an allotment of shared telecommunications units (see service minutes---column 8), the shared telecommunications units available for use

in connection with a first subscriber service (see either wireless or wireline---column 8) and a second subscriber service (see either wireless or wireline---column 8), the first subscriber service being distinct from the second subscriber service (see column 8 wherein wireless distinct from wireline service); establishing an account to include account information in response to receiving the order data, the account associated with the first subscriber service (see wireless minutes---column 8).

Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Alloune in view of Plush do not explicitly show second subscriber service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051)..

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 36. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

Regarding claim 40. Himmel teaches third service provider (paragraphs 0027, 0040, 0049, 0051).

Allowable Subject Matter

2. Claims 9 and 15 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

(10) Response to Argument

I) Appellants generally argue that prior art does not disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second communications service (see arguments starting on page 5 and continuing to page 6).

The Examiner notes that Alloune was used as the primary reference to cover the pieces of the system and their function (i.e. functional language) and the secondary reference Plush was merely used to cover the descriptive language. The Examiner notes that Alloune was used as the billing system that processes service events regardless of the source (i.e. wireless or wireline), which are integrated onto a single invoice. Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunications service.

The Examiner applied Plush et al (6,965,764) found in a related application 10/654,859 which is also currently under appeal dealing with shared telecommunication units used in connection with distinct services. Plush et al teaches a method and

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apparatus for groups of subscribers to share account information (col. 8 line 50 – col. 9 line 15), such as sharing minutes to provide for a more flexible system that allows customized group billing (col. 4 lines 15-25). Plush et al discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes -- col. 4 lines 15-25). Therefore, it would have been obvious for any one of ordinary skill in the art at the time of invention to modify the billing system as taught by Alloune to not only use minutes for a first telecommunications service (wireless telecommunications service) and second telecommunications service (wireline telecommunications service) but to incorporate the teachings of Plush et al so customers can select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes can be more readily utilized in a given billing period as disclosed by Plush et al (col. 2 lines 25-30 and lines 62-65).

II) Next, Appellants argue that Alloune and Plush fail to teach “wherein the first telecommunication service and second telecommunication service are provided by different operating entities (see bottom of page 6 continuing to page 7).

The Examiner notes that Alloune et al combines events regardless of source (i.e. wireless or wireline) and one of ordinary skill in the art would recognize that different service providers may be used for wireline and wireless service events, which would clearly provide two different invoices for customer usage and combined in a single invoice. The Examiner applied Himmel just in case it was not obvious that Alloune et al combined events regardless of the source (i.e. wireless or wireline). Himmel not only

teaches transferring of minutes from one user to another having different service providers but allows for other services and features to be transferred as well (see paragraphs 0046, 0049 – 0051). Furthermore, Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039, and 0051).

III) Appellants argue that Alloune, Plush and Himmel do not disclose or suggest a settlement system configured to transfer settlement reports to a provider of the first telecommunication service (see bottom of page 7).

The Examiner notes that Alloune et al provides customer with an integrated bill relating to both wireless and wireline services including cross-contribution. Furthermore, any one of ordinary skill in the art of billing systems would recognize providing a bill to customer and providing settlement reports to the service providers themselves is not novel. The Examiner notes that Alloune cites Benyacar et al (5,003,584) wherein the network in Benyacar et al provides for both a sponsor's bills and a caller's bill (see for example, Benyacar et al col. 2 lines 23-25, see col. 10 lines 43-59 wherein caller's and the sponsor's bills are generated).

IV) Next, Appellants argue (see top of page 8) that dependent claim 9 recites, "wherein the billing module calculates excess charges when cumulative usage of the first set of telecommunications service usage data and the usage of the second set of telecommunication service usage data exceeds the allotment of shared telecommunication units" and is not taught or suggested by prior art.

The Examiner agrees and has objected to dependent claim 9 as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

V) Appellants repeat the same arguments for independent method claim 11 (see bottom of page 8 continuing to page 10 wherein Appellants repeat arguments directed to independent system claim 1).

See the Examiners response in section I listed above. Furthermore, the Examiner notes that independent method claim 11 recites the wherein clause which does not add steps to the claim limitations therefore is considered as intended use and according to the MPEP do not hold weight.

VI) Appellants argue (see bottom of page 10) that dependent claim 15 recites, "determining excess usage charges when the combined usage of the first telecommunications service and the second telecommunications service exceeds the allotment of shared telecommunication units" and is not taught or suggested by prior art.

The Examiner agrees and has objected to dependent claim 15 as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

VII) Appellants argue that Alloune, Plush and Himmel do not disclose or suggest communicating the combined invoice to a third telecommunications service provider (see Appellants arguments for dependent claims 18 and 20 on page 11).

The Examiner notes that Alloune et al provides customer with an integrated bill relating to both wireless and wireline services including cross-contribution.

Furthermore, any one of ordinary skill in the art of billing systems would recognize providing a bill to customer and providing settlement reports to the service providers themselves is not novel. The Examiner notes that Alloune cites Benyacar et al (5,003,584) wherein the network in Benyacar et al provides for both a sponsor's bills and a caller's bill (see for example, Benyacar et al col. 2 lines 23-25, see col. 10 lines 43-59 wherein caller's and the sponsor's bills are generated).

VIII) Appellants repeat the same arguments for independent claim 21 (see bottom of page 11 continuing to page 13).

See the Examiners response in sections I and V listed above. Furthermore, the Examiner notes that independent method claim 11 recites the wherein clause which does not add steps to the claim limitations therefore is considered as intended use and according to the MPEP do not hold weight.

IX) Appellants generally argue that Alloune, Plush, and Himmel do not disclose or suggest wherein the third telecommunications service is a cable access service (see top of page 14).

The Examiner notes that dependent claim 27 depends on dependent claim 23 which generally recites another wherein clause having a third telecommunications service. The Examiner notes that dependent claims 23-27 do not add any additional steps therefore dependent claims 23-27 are intended use claims and according to the MPEP do not hold weight in the method claims.

X) Appellants argue that dependent claim 28 recites receiving a supplemental invoice file from the second telecommunications service provider, the second telecommunications service provider to provide the second telecommunications service before sending the invoice to a subscriber (see page 14).

The Examiner notes that Alloune et al receives and processes service events from both wireline and wireless events to be integrated onto the customer bill (col. 2 lines 9-14 and col. 8 lines 9-27). In other words, each time a wireline or wireless event occurs, Alloune et al incorporates it onto the subscriber's bill.

XI) Appellants start repeating the same arguments for independent claim 35 (see bottom of page 14 continuing to page 16).

See the Examinees response in sections I, V and VIII listed above.

XII) Appellants argue that dependent claim 40 recites sending the supplemental invoice to a third subscriber service provider (see bottom page 16).

The Examiner notes that Alloune et al receives and processes service events from both wireline and wireless events to be integrated onto the customer bill (col. 2 lines 9-14 and col. 8 lines 9-27). In other words, each time a wireline or wireless event occurs, Alloune et al incorporates it onto the subscriber's bill.

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(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

BARRY TAYLOR
PRIMARY EXAMINER

Barry Taylor 6/4/07
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